

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF CALIFORNIA

DAISHA MATTHEWS,

Plaintiff,

v.

GOODLEAP, LLC, et al.,

Defendants.

Case No. 2:24-cv-01684-WBS-CSK

ORDER GRANTING MODIFIED  
STIPULATED PROTECTIVE ORDER

(ECF No. 18)

The Court has reviewed the parties' stipulated protective order below (ECF No. 18), and finds it comports with the relevant authorities and the Court's Local Rule. See L.R. 141.1. The Court APPROVES the protective order, subject to the following clarification.

The Court's Local Rules indicate that once an action is closed, it "will not retain jurisdiction over enforcement of the terms of any protective order filed in that action." L.R. 141.1(f); see *Bylin Heating Sys., Inc. v. Thermal Techs., Inc.*, 2012 WL 13237584, at \*2 (E.D. Cal. Oct. 29, 2012) (noting that courts in the district generally do not retain jurisdiction for disputes concerning protective orders after closure of the case). Thus, the Court will not retain jurisdiction over this protective order once the case is closed.

Dated: December 2, 2024

  
CHI SOO KIM  
UNITED STATES MAGISTRATE JUDGE

KEMNITZER, BARRON & KRIEG, LLP  
KRISTIN KEMNITZER Bar No. 278946  
ADAM J. MCNEILE Bar No. 280296  
MALACHI J. HASWELL Bar No. 307729  
1120 Mar West St., Ste C2  
Tiburon, CA 94920  
Telephone: (415) 632-1900  
Facsimile: (415) 632-1901  
[adam@kbklegal.com](mailto:adam@kbklegal.com)  
[kristin@kbklegal.com](mailto:kristin@kbklegal.com)  
[kai@kbklegal.com](mailto:kai@kbklegal.com)

PETER HOLLAND Admitted *pro hac vice*  
THE HOLLAND LAW FIRM  
914 Bay Ridge Rd., Ste. 230  
Annapolis, MD 21403  
Telephone: (410) 280-6133  
Facsimile: (410) 280-8650  
[peter@hollandlawfirm.com](mailto:peter@hollandlawfirm.com)

*Attorneys for Plaintiff DAISHA MATTHEWS*

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF CALIFORNIA

DAISHA MATTHEWS

Plaintiff,

v.

GOODLEAP, LLC; and DOES 1 through 20,  
inclusive,

Defendants.

Case No. **2:24-cv-01684-WBS-CSK**

~~[PROPOSED]~~ STIPULATED PROTECTIVE  
ORDER

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to

discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.

2. DEFINITIONS

2.1 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c).

2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as their support staff).

2.4 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2.5 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this action.

2.7 House Counsel: attorneys who are employees of a party to this action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.8 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

2.9 Outside Counsel of Record: attorneys who are not employees of a party to this action but are retained to represent or advise a party to this action and have appeared in this action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party, and includes support staff.

2.10 Party: any party to this action, including all of its officers, directors, employees,

consultants, retained experts, and Outside Counsel of Record (and their support staffs).

2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this action.

2.12 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.13 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL.”

2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

### 3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material. Material at trial shall be governed by a separate agreement or order. However, the protections conferred by this Stipulation and Order do not cover the following information: (a) any information that is in the public domain at the time of disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of publication not involving a violation of this Order, including becoming part of the public record through trial or otherwise; and (b) any information known to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the information lawfully and under no obligation of confidentiality to the Designating Party. Any use of Protected Material at trial shall be governed by a separate agreement or order.

### 4. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and

1 defenses in this action, with or without prejudice; and (2) final judgment herein after the completion  
2 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time  
3 limits for filing any motions or applications for extension of time pursuant to applicable law.

4 5. DESIGNATING PROTECTED MATERIAL

5 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or  
6 Non-Party that designates information or items for protection under this Order must take care to limit  
7 any such designation to specific material that qualifies under the appropriate standards. The  
8 Designating Party must designate for protection only those parts of material, documents, items, or oral  
9 or written communications that qualify – so that other portions of the material, documents, items, or  
10 communications for which protection is not warranted are not swept unjustifiably within the ambit of  
11 this Order.

12 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown  
13 to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily  
14 encumber or retard the case development process or to impose unnecessary expenses and burdens on  
15 other parties) may expose the Designating Party to sanctions.

16 If it comes to a Designating Party's attention that information or items that it designated for  
17 protection do not qualify for protection, that Designating Party must promptly notify all other Parties  
18 that it is withdrawing the inapplicable designation.

19 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see,  
20 e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or  
21 Discovery Material that qualifies for protection under this Order must be clearly so designated before  
22 the material is disclosed or produced.

23 Designation in conformity with this Order requires:

24 (a) For information in documentary form (e.g., paper or electronic documents, but  
25 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party  
26 affix the legend "CONFIDENTIAL" to each page that contains protected material. If only a portion  
27 or portions of the material on a page qualifies for protection, the Producing Party also must clearly  
28 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

1 A Party or Non-Party that makes original documents or materials available for inspection need not  
2 designate them for protection until after the inspecting Party has indicated which material it would  
3 like copied and produced. During the inspection and before the designation, all of the material made  
4 available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified  
5 the documents it wants copied and produced, the Producing Party must determine which documents,  
6 or portions thereof, qualify for protection under this Order. Then, before producing the specified  
7 documents, the Producing Party must affix the “CONFIDENTIAL” legend to each page that contains  
8 Protected Material. If only a portion or portions of the material on a page qualifies for protection, the  
9 Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
10 markings in the margins).

11 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the  
12 Designating Party identify on the record, before the close of the deposition, hearing, or other  
13 proceeding, all protected testimony.

14 (c) for information produced in some form other than documentary and for any other  
15 tangible items, that the Producing Party affix in a prominent place on the exterior of the container or  
16 containers in which the information or item is stored the legend “CONFIDENTIAL.” If only a portion  
17 or portions of the information or item warrant protection, the Producing Party, to the extent practicable,  
18 shall identify the protected portion(s).

19 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
20 designate qualified information or items does not, standing alone, waive the Designating Party’s right  
21 to secure protection under this Order for such material. Upon timely correction of a designation, the  
22 Receiving Party must make reasonable efforts to assure that the material is treated in accordance with  
23 the provisions of this Order.

## 24 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

25 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of  
26 confidentiality at any time consistent with any Court scheduling order. Unless a prompt challenge to  
27 a Designating Party’s confidentiality designation is necessary to avoid foreseeable, substantial  
28 unfairness, unnecessary economic burdens, or a significant disruption or delay of the litigation, a Party

1 does not waive its right to challenge a confidentiality designation by electing not to mount a challenge  
2 promptly after the original designation is disclosed.

3         6.2     Meet and Confer. Consistent with all requirements set forth in Local Rule 251 et seq.,  
4 the Challenging Party shall initiate the dispute resolution process by providing written notice of each  
5 designation it is challenging and describing the basis for each challenge. To avoid ambiguity as to  
6 whether a challenge has been made, the written notice must recite that the challenge to confidentiality  
7 is being made in accordance with this specific paragraph of the Protective Order. The parties shall  
8 attempt to resolve each challenge in good faith and must begin the process by conferring directly (in  
9 voice to voice dialogue; other forms of communication are not sufficient) within 21 days of the date  
10 of service of notice. In conferring, the Challenging Party must explain the basis for its belief that the  
11 confidentiality designation was not proper and must give the Designating Party an opportunity to  
12 review the designated material, to reconsider the circumstances, and, if no change in designation is  
13 offered, to explain the basis for the chosen designation. A Challenging Party may proceed to the next  
14 stage of the challenge process only if it has engaged in this meet and confer process first or establishes  
15 that the Designating Party is unwilling to participate in the meet and confer process in a timely manner.

16         If the parties are unable to resolve any disputes pursuant to the above-referenced meet and  
17 confer process consistent with Local Rule 251, the parties shall file a Joint Statement re Discovery  
18 Disagreement pursuant to Local Rule 251.

19         The burden of persuasion in any such challenge proceeding shall be on the Designating Party.  
20 Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary  
21 expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the  
22 Designating Party has waived the confidentiality designation, all parties shall continue to afford the  
23 material in question the level of protection to which it is entitled under the Producing Party's  
24 designation until the court rules on the challenge.

25     7.     ACCESS TO AND USE OF PROTECTED MATERIAL

26         7.1     Basic Principles. A Receiving Party may use Protected Material that is disclosed or  
27 produced by another Party or by a Non-Party in connection with this case only for prosecuting,  
28 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the

1 categories of persons and under the conditions described in this Order. When the litigation has been  
2 terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL  
3 DISPOSITION).

4 Protected Material must be stored and maintained by a Receiving Party at a location and in a  
5 secure manner that ensures that access is limited to the persons authorized under this Order.

6 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by  
7 the court or permitted in writing by the Designating Party, a Receiving Party may disclose any  
8 information or item designated “CONFIDENTIAL” only to:

9 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees  
10 of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for  
11 this litigation;

12 (b) the officers, directors, and employees (including House Counsel) of the Receiving Party  
13 to whom disclosure is reasonably necessary for this litigation;

14 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is  
15 reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to  
16 Be Bound” (Exhibit A);

17 (d) the court and its personnel;

18 (e) court reporters and their staff;

19 (f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom  
20 disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and  
21 Agreement to Be Bound” (Exhibit A);

22 (g) during their depositions, witnesses in the action to whom disclosure is reasonably  
23 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),  
24 unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed  
25 deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound  
26 by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated  
27 Protective Order.

28 (h) the author or recipient of a document containing the information or a custodian or other



1 person who otherwise possessed or knew the information.

2 (i) any mediator or settlement officer, and their supporting personnel, mutually agreed  
3 upon by any of the parties engaged in settlement discussions.

4 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
5 LITIGATION

6 If a Party is served with a subpoena or a court order issued in other litigation that compels  
7 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party  
8 must:

9 (a) promptly notify in writing the Designating Party. Such notification shall include a copy  
10 of the subpoena or court order;

11 (b) promptly notify in writing the party who caused the subpoena or order to issue in the  
12 other litigation that some or all of the material covered by the subpoena or order is subject to this  
13 Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

14 (c) cooperate with respect to all reasonable procedures sought to be pursued by the  
15 Designating Party whose Protected Material may be affected.

16 If the Designating Party timely seeks a protective order, the Party served with the subpoena or  
17 court order shall not produce any information designated in this action as “CONFIDENTIAL” before  
18 a determination by the court from which the subpoena or order issued, unless the Party has obtained  
19 the Designating Party’s permission. The Designating Party shall bear the burden and expense of  
20 seeking protection in that court of its confidential material – and nothing in these provisions should be  
21 construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive  
22 from another court.

23 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS  
24 LITIGATION

25 (a) The terms of this Order are applicable to information produced by a Non-Party in this  
26 action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in  
27 connection with this litigation is protected by the remedies and relief provided by this Order. Nothing  
28 in these provisions should be construed as prohibiting a Non-Party from seeking additional  
protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party.

(c) If the Non-Party fails to object or seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties

are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 141.

13. FINAL DISPOSITION

Within 60 days after the final disposition of this action, as defined in paragraph 4, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and

trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

14. VIOLATION

Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: November 22, 2024

/s/ Kristin Kemnitzer

KRISTIN KEMNITZER  
Attorney for Plaintiff

DATED: November 26, 2024

/s/ Fredrick Levin

FREDRICK LEVIN  
Attorney for Defendant

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Eastern District of California on [date] in the case of \_\_\_\_\_ **[insert formal name of the case and the number and initials assigned to it by the court]**. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Eastern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_